



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract and Contract Extensions for Procurement of Biosolids Dewatering Polymer at White Slough Water Pollution Control Facility with SNF/Polydyne, Inc., of Riceboro, Georgia (\$58,121)

MEETING DATE: August 15, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract and contract extensions for procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility with SNF/Polydyne, Inc., of Riceboro, Georgia, in the amount of \$58,121.

BACKGROUND INFORMATION: This project will procure polymer used in the newly-commissioned biosolids dewatering process at the White Slough Water Pollution Control Facility.

Staff has been working with the design engineer and equipment supplier to commission the new rotary press biosolids dewatering equipment. The equipment requires the use of polymer as a flocculant to dewater biosolids. Each vendor manufactures polymer using a proprietary chemical formula, so it was necessary to use a performance-based bid, including full-scale product testing with the dewatering equipment, to verify the actual polymer dosage and cost for each product. Bench testing was performed the beginning of June 2012, with full-scale rotary testing done later in the month. All bidders were required to provide City staff with testing results, as well as Material Safety Data Sheets, for each product bid.

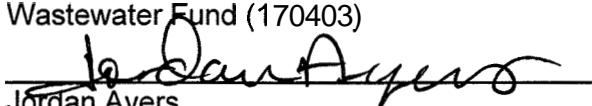
Because the performance-based bidding process for polymer is lengthy and complex, the contract term is for three years, with two optional three-year extensions, in order to provide stable operating costs.

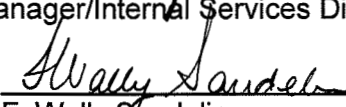
Specifications for this project were approved on May 2, 2012. The City received the following three bids for this project on July 18, 2012. The Engineer's estimate for this project was \$100,000 per year.

Bidder	Location	Bid
SNF/Polydyne	Riceboro, Georgia	\$58,121.00 per year
Aquaben	Kent, Ohio	\$90,183.00 per year
Ashland	Modesto, California	\$99,726.60 per year

FISCAL IMPACT: The cost of polymer is included in the wastewater budget.


FUNDING AVAILABLE: Wastewater Fund (170403)


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Larry Parlin, Deputy Public Works Director - Utilities
cc: Deputy Public Works Director - Utilities

APPROVED:


Konrad Bartlam, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and POLYDYNE, INC., herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 2-4, "Measurement and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor,

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to provide and deliver dewatering polymer to the White Slough Water Pollution Control Facility, all as shown on the specifications for "Dewatering Polymer".

DEWATERING POLYMER
CITY OF LODI, CALIFORNIA
2012/2013

ITEM 1. DEWATERING POLYMER

Polymer dosing cost factor:		Clarifloc C-6272
(1000 DT/yr)*(X)*(P)	=	\$58,121.00*
Delivery	=	\$0.00
TOTAL POLYMER COST	=	\$58,121.00*
Where: X = Polymer Dosage, lbs. per dry ton		50.54 LBS/DT
P = Polymer Price per Bid \$/LB		\$1.15/LB*
Lead time for Delivery of Polymer:		5-10 days ARO

*Applicable state and local taxes not included.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract.

DEWATERING POLYMER
White Slough Water Pollution Control Facility

CONTRACT

ARTICLE VIII – The term of this contract is for a three-year period. At its option, the City may extend the term of this contract for up to an additional two three-year extension, provided the City gives the Contractor no less than thirty days written notice of its intent prior to expiration of the existing term. In the event the City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect. The total duration of this contract, including the exercise of any option under this paragraph, shall not exceed nine years.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2012-131

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT AND CONTRACT EXTENSIONS FOR
PROCUREMENT OF BIOSOLIDS DEWATERING POLYMER AT
WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 18, 2012, at 11:00 a.m., for the procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility, described in the specifications therefore approved by the City Council on May 2, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
SNF/Polydyne	\$ 58,121.00 per year
Aquaben	\$ 90,183.00 per year
Ashland	\$ 99,726.60 per year

WHEREAS, staff recommends awarding the three-year contract for the procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility to the low bidder, SNF/Polydyne, of Riceboro, Georgia, in the amount of \$58,121 per year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the three-year contract for the procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility to the low bidder, SNF/Polydyne, of Riceboro, Georgia, in the amount of \$58,121 per year; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract and to negotiate and execute up to two 3-year extensions.

Dated: August 15, 2012

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I hereby certify that Resolution No. 2012-131 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk